

Data Protection Clause

[X] DATA PROTECTION

1.1 For the purposes of this clause:

1.1.1. “**Applicable Data Protection Legislation**” shall mean (a) the Data Protection Act 1998; or (b) from 25th May 2018, the GDPR, read in conjunction with and subject to any applicable UK national legislation that provides for specifications or restrictions of the GDPR’s rules; or (c) from the date of implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include the Data Protection Act 2018;

1.1.2. “**Customer**” shall mean the entity contracting with net:telecom as identified in the agreement between such customer and net:telecom;

1.1.3. “**net:telecom**” shall mean the net:telecom entity identified in the agreement with the Customer;

1.1.4. “**GDPR**” shall mean the General Data Protection Regulation (EU) 2016/679; and

1.1.5. “**Personal Data**”, “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, and “**processing**” (and other parts of the verb ‘to process’) shall have the meaning set out in the Applicable Data Protection Legislation.

1.2 Each party shall comply at all times with its respective obligations under the provisions of the Applicable Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Legislation.

1.3 In the event net:telecom provides a service already covered under our existing privacy policy (www.nettelecom.uk.com/privacy.html) then net:telecom processes Personal Data on behalf of the Customer as described in the service Related Privacy Notice and for such purposes net:telecom is the Data Processor and the Customer is the Data Controller. In connection with such processing net:telecom shall:

1.3.1 process the Personal Data only on documented instructions from the Customer and in accordance with this Agreement;

1.3.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and take steps to ensure that such persons only act on net:telecom’s instructions in relation to the processing;

1.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected (and the Customer shall notify net:telecom immediately if the nature of such Personal Data changes in a material way);

- 1.3.4 remain entitled to appoint third party sub-processors. Where net:telecom appoints a third party sub-processor, it shall, with respect to data protection obligations:
 - (a) ensure that the third party is subject to, and contractually bound by, at least the same obligations as net:telecom; and
 - (b) remain fully liable to the Customer for all acts and omissions of the third party;
 - 1.3.5 in addition to the sub-processors engaged pursuant to clause 1.3.4 above, be entitled to engage additional or replacement sub-processors, subject to:
 - (a) the provisions of clause 1.3.4 above being applied; and
 - (b) net:telecom notifying the Customer of the additional or replacement sub-processor, and where the Customer objects to the additional or replacement sub-processor, the parties shall discuss the objection in good faith;
 - 1.3.6 not transfer Personal Data outside of the UK / European Economic Area except where such transfer is made in such a way as to ensure that the level of protection offered to natural persons by the Applicable Data Protection Law is not undermined;
 - 1.3.7 assist the Customer to respond to requests from Data Subjects who are exercising their rights under the Applicable Data Protection Legislation;
 - 1.3.8 notify the Customer without undue delay after becoming aware that it has suffered a Personal Data breach and shall not inform any third party of the Personal Data breach without first obtaining the Customer's prior written consent, except when law or regulation requires it;
 - 1.3.9 on the Customer's reasonable request, assist the Customer to comply with the Customer's obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Applicable Data Protection Legislation), comprising (if applicable): (a) notifying a supervisory authority that net:telecom has suffered a Personal Data breach; (b) communicating a Personal Data breach to an affected individual; (c) carrying out an impact assessment; and (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority;
 - 1.3.10 unless applicable law requires otherwise, upon termination of the Agreement, at the option of the Customer comply or procure compliance with the following (i) delete all personal data provided by the Customer to net:telecom and/or (ii) return to the Customer all Personal Data provided by the Customer to net:telecom; and
 - 1.3.11 not more than once in any 12 month period and on reasonable notice, of at least twenty (20) business days, permit the Customer (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit net:telecom's data processing activities to enable the Customer to verify and/or procure that net:telecom is complying with its obligations under this clause.
- 1.4 Each party may collect, store and process contact Personal Data (such as name, work email address, telephone/mobile work number, and work address) of the other party and/or its employees for the purposes of the performance of this Agreement, and such collection and/or processing shall be carried out in accordance with such party's privacy policy.